

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Chief John George/693-8320

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** District 2

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN EL JARDIN OF DAVIE LTD. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

**REPORT IN BRIEF:** El Jardin of Davin Ltd. would like to enter into an agreement with the Town of Davie Police department, wherein the owner/association specifically grants the Town power and authority to enforce traffic control on the property of the owner/association, which is required by law to enable enforcement of traffic laws on private roadways and streets within this community.

**PREVIOUS ACTIONS:** N/A

**CONCURRENCES:** N/A

**FISCAL IMPACT:**

Has request been budgeted: N/A

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution

Agreement for Traffic Control (owner/association signed)  
**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN EL JARDIN OF DAVIE LTD. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.**

**WHEREAS**, El Jardin of Davie Ltd. and the Davie Police Department would like to enter into an "Agreement for Traffic Control"; and

**WHEREAS**, El Jardin of Davie Ltd. has the authority to sign said agreement, and has done so; and

**WHEREAS**, the Davie Police Department requests the Mayor add his signature to said Agreement;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA**

**SECTION 1.** The Town Council of the Town of Davie hereby authorizes the Mayor to execute the "Agreement for Traffic Control," attached hereto as Exhibit A.

**SECTION 1.** This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2002

\_\_\_\_\_  
MAYOR/COUNCIL MEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2002

AGREEMENT FOR TRAFFIC CONTROL

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and EL JARDIN OF DAVIE, LTD. (hereinafter referred to as "Owner"), agree on this 20th day of August, 2002, to enter into the following Traffic Jurisdiction Agreement.

WHEREAS, Owner currently holds legal title to that parcel of real property which is the subject of this Agreement, as more particularly described on Exhibit "A" attached hereto (the "Property" or "Common Areas"); and

WHEREAS, the Town, its duly appointed officers, employees and agents, recognizes that it has full power and jurisdiction to enforce all laws of the nation, state, county and city, duly enacted, excluding those traffic control and enforcement of same on the private property of Owner; and

WHEREAS, Owner wishes to specifically grant the Town the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

WHEREAS, pursuant to Florida Statutes § 316.006(2)(B), Owner wishes to have the Town exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property.

W I T N E S S E T T H

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Owner agrees that the Town shall have jurisdiction to enforce state, county and city traffic regulations over any Roads within the private property.
3. the town hereby agrees to exercise jurisdiction for traffic control purposes over any Roads within the private property.
4. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
5. The Owner, in further consideration for the above stated commitments of the Town, does hereby declare, establish, provide, give and grant to the Town, its successors, administrators and assigns, a non-exclusive easement for ingress and egress over the private property for the purpose of providing traffic control.

6. The Owner agrees to indemnify and hold the Town of Davie, its officers and elected officials, its employees, assigns and agents, the Town of Davie Police Department, its employees, agents and assigns, and the Police Chief, his heirs and assigns, harmless from and against any all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) effectuated by members of the Town of Davie authorized by this Agreement. Nothing in this Agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statute § 768.28.
7. The Owner agrees to reimburse the Town of Davie for any actual costs of traffic control and enforcement necessitated by this Agreement over and above the normal costs of traffic control and enforcement typically incurred by the Town of Davie in exercising such control over all streets and highways located within its boundaries, such as additional costs related to signage conforming with state law.
8. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Town of the Owner, as the case may be, at the address set below for each such party, or to such other address as any party may, from time to time, specify by written notice to all other parties.
9. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.
10. the Owner expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the Town to provide traffic jurisdiction to the private property. The Town's presence on, or use of the premises, does not in any way create or establish in favor of Owner a level of prevention or the enforcement of traffic laws greater than the Town owes to the general public.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals for the purposes herein expressed on the day and year first above written.

WITNESSES:

THE TOWN OF DAVIE, FLORIDA

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Signature

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
Print Name

ATTESTED BY:

\_\_\_\_\_

\_\_\_\_\_  
TOWN ATTORNEY

Approved as to form and legality for the use  
and reliance of the Town of Davie, Florida, only

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
200 \_\_, by \_\_\_\_\_, of the Town of Davie, Florida, a  
municipal corporation of the State of Florida, who is \_\_\_\_\_ personally known to me, or who has  
produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Type, Stamp, Print Name

MY COMMISSION EXPIRES:



WITNESSES:

*Ruby Swezy*  
Signature  
Ruby Swezy  
Print Name  
*Cleio Narvaez*  
Signature  
Cleio - NARVAEZ  
Print Name

OWNER:

BY: *Ruby Swezy, President El Torro of*  
*pane inc*  
ADDRESS: *168 Hialeah Drive*  
*Hialeah, Fla - 33010*

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this *20* day of *August*,  
200 *2*, by *Ruby Swezy*, of \_\_\_\_\_,  
who is ☒ personally known to me, or who has produced *N/A* as  
identification, and who did/did not take an oath.

*Cleio Narvaez*  
NOTARY PUBLIC, State of Florida

*Cleio - NARVAEZ*  
Type, Stamp, Print Name

MY COMMISSION EXPIRES:



Cleio Narvaez  
My Commission CC986952  
Expires December 10, 2004



**DAVIE POLICE DEPARTMENT**

1230 South Nob Hill Road  
Davie, FL 33324  
(954) 693-8200  
FAX (954) 693-8399 (Road Patrol)

**AUTHORITY TO ENTER PREMISES AGREEMENT**

EL JARDIN OF DAVIE, LTD., a Florida Cor  
(Name of Corporation)

located at 3300 EL JARDIN DRIVE, HOLLYWOOD,

authorizes the Town of Davie Police to enter the below described pr  
in the Town of Davie, Broward County, Florida, without limitations  
and at their discretion to enforce municipal traffic laws, criminal stat  
municipal ordinances and perform any and all police-related activit

**LEGAL DESCRIPTION OF PROPERTY**

(See example - "Exhibit A" attached)

EL JARDIN OF DAVIE, LTD., expressly und  
(Name of Corporation)

agrees that since the above-described property is privately own  
Davie Police Department may choose not to conduct routine patrol



property nor accepts the obligation to conduct routine police-related activities on said property.

The Town of Davie Police may arrest, at its discretion, those person(s) believed to be trespassing or committing other criminal violations on said property. Upon an arrest for a criminal violation, EL JARDIN OF DAVIE, LTD. agrees to assist in the criminal prosecution of said offender.

EL JARDIN OF DAVIE, LTD. hereby agrees to communicate the terms and conditions of this agreement to any and all parties present on the above-described property by reason of lease, rental, assignment, contract, invitation, employments, etc.

EL JARDIN OF DAVIE, LTD. further agrees to notify the Town of Davie through the Chief of Police for the Town of Davie Police Department ninety (90) days prior to the sale, transfer or assignment of the property or any portion thereof. This notification must be accomplished through United States Mail, certified, return receipt requested.

EL JARDIN OF DAVIE, LTD. agrees to indemnify and hold the Town of Davie, its employees, assigns and agents, the Town of Davie Police Department, its officers, employees, agents and assigns, and Police Chief John A. George, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or loss to property caused by or arising from an arrest(s) or other lawful action(s) effectuated by members of the Town of Davie Police Department.

Nothing in this agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

EL JARDIN OF DAVIE, LTD. expressly understands agrees that nothing contained herein is intended or should be construed in any way as creating or establishing the duty or obligation of the Town of Davie to provide security or protection to the above-described property. EL JARDIN OF DAVIE, LTD. further understands and agrees that nothing contained herein is intended or should be construed in any way to obligate the Town of Davie Police Department to perform routine patrol or other police-related functions on or about the above-described property.

The Town of Davie's presence on, or use of the premises, does not in any way create or establish in favor of EL JARDIN OF DAVIE, LTD. a special right of prevention and detection of crime or the enforcement of the penal, criminal traffic, or highway laws of the State greater than the Town of Davie owes to the general public.

Either party to this agreement may terminate this agreement at any time by providing that ninety (90) days written notice establishing such intent is served upon the other party by certified mail, return receipt requested.

Rafael Suarez  
President El Jardin of Davie

Date

SUBSCRIBED AND SWORN TO BEFORE ME this 20 day

August, 2002

Cielo Narvaez  
Cielo Narvaez  
My Commission CC986952  
Expires December 10, 2004



EL JARDIN

this document when microfilmed.

**LEGAL DESCRIPTION:**

A portion of Tract 11, of Section 3, Township 51 South, Range 41 East, of "A.J. BENDLE SUBDIVISION", according to the plat thereof, as recorded in Plat Book 1, at Page 27, of the Public Records of Dade County, Florida, lying and being in Broward County, Florida. Being more particularly described as follows.

Commence at the Southwest corner of the Northeast 1/4 of said Section 3; thence N.89 12'48"E. along the South line of the Northeast 1/4 of said Section 3 for 328.07 feet; thence N.00 00'03"E. for 25.00 feet to the North Right of Way line of N. 33rd Street, said point the Point of Beginning; thence N.89 12'48"E. along said North right of way line for 328.07 feet to the East line of said Tract 11; thence N.00 00'03"E. along the East line of said Tract 11 for 1289.71 feet to the Northeast corner of said Tract 11; thence S.89 11'20"W. along the North line of said Tract 11 for 328.05 feet to the Northwest corner of said Tract 11; thence S.00 00'03"W. along the West line of said Tract 11 for 517.89 feet; thence Due East for 172.50 feet; thence S.00 00'03"W. for 61.95 feet; thence S.30 56'04"E. for 42.03 feet; thence Due West for 194.10 feet to the West line of said Tract 11; thence S.00 00'03"W. along the West line of said Tract 11 for 673.68 feet to the Point of Beginning and containing 9.31 acres or 405,744.974 square feet more or less.

Lots 1,2,3,14,15 and 16, of Block 2, of "DAVIE AREA SUBDIVISION", according to the plat thereof, as recorded in Plat Book 68, at Page 17, of the Public Records of Broward County, Florida, being more particularly described as follows.

Begin at the Southeast corner of said Lot 14; thence N.00 46'55"E. along the East line of said Lots 14 and 3 for 273.75 feet to the Northeast corner of said Lot 3, said point also the Southerly right of way line of North 37th Street; thence S.89 59'11"W. along said right of way line for 173.35 feet to a point of curve of a circular curve concaved to the Southeast, having for its elements a radius of 25.00 feet and a central angle of 89 12'16"; thence Westerly and Southwesterly along the arc of said curve for an arc distance of 38.92 feet to a point of tangency on the Easterly Right of Way of North 74th Avenue; thence S.00 46'55"W. along said right of way line for 223.73 feet to a point of curve of a circular curve concaved to the Northeast, having for its elements a radius of 25.00 feet and a central angle of 90 47'28"; thence Southerly and Southeasterly along the arc of said curve for an arc distance of 39.62 feet to a point of tangency on the Northerly Right of Way line of North 35th Street; thence N.89 59'27"E. along said right of way line for 172.65 feet to the Point of Beginning and containing 1.24 acres or 53,926.87 square feet more or less.

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR



EL JARDIN

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L. A. HESTER  
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# DESCRIPTION

MIAMI-

THE SOUTH 908.68 FEET OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4), OF SECTION 26, TOWNSHIP 53 SOUTH, RANGE 41 EAST, LYING AND BEING IN DADE COUNTY, FLORIDA, EXCEPTING THEREFROM THE WEST 25 FEET AND THE SOUTH 25 FEET AND THE EAST 25 FEET THEREOF, USED AND TO BE USED HEREAFTER FOR PUBLIC ROAD AND STREET PURPOSES.

CONTAINING 12.60 ACRES MORE OR LESS.

Less and except from the above described parcel the south 348.00 feet of the east 192.58 feet thereof. Containing 1.34 acres more or less

THE Parcel shown hereon contains 11.06 acres more or less